

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
NORTHERN DIVISION**

POINT BLANK BODY ARMOR, INC.

Plaintiff,

v.

ALLEN PRICE,
JOSEPH KRUMMEL, and
JAMES MURRAY

Defendants.

Civil Action No. MJG 01 CV 3256

ALLEN PRICE,
JOSEPH KRUMMEL, and
JAMES MURRAY

Counter-plaintiffs,

v.

POINT BLANK BODY ARMOR, INC.

Counter-defendant.

**DEFENDANTS' AND COUNTER-PLAINTIFFS'
SUPPLEMENTAL REQUESTED JURY INSTRUCTIONS**

Defendants and Counter-Plaintiffs Allen Price ("Price"), Joseph Krummel ("Krummel"), and James Murray ("Murray"), by their attorneys, Robert S. Brennen and William M. Krulak, Jr. submit the following supplemental requested jury instructions.

Dated: July 14, 2003

/s/

Robert S. Brennen

William M. Krulak, Jr.

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Joseph Krummel, and James Murray

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DEFENDANTS' AND COUNTER-PLAINTIFFS'
REQUESTED INSTRUCTION 18A

MODIFICATION OF EXISITING CONTRACT

A basis principle of contract law is that a party to a contract does not have any unilateral right to modify the terms to a contract it has entered into with another party. If you find that Point Blank entered into employment agreements with Messrs. Price, Krummel, and Murray in January 2001, then you may find that Point Blank's issuing restricted stock and warrants to purchase restricted stock to be an attempt to unilaterally modify the compensation terms of the employment agreements and that such unilateral modification was invalid and did not serve to modify any terms of the employment agreements entered into between Point Blank and Messrs. Price, Krummel, and Murray.

Metropolitan Life Insurance Co. v. Promenade Towers Mutual Housing Corp., 84 Md.App. 702, 714, 581 A.2d 846, 852 (1990).

DEFENDANTS' AND COUNTER-PLAINTIFFS'
REQUESTED INSTRUCTION 18B

ASSENT TO PROPOSED CONTRACT MODIFICATION

In order to assent to a proposal to modify terms of an existing contract, the party from which such a modification is sought will not be deemed to have consented to a modification by his silence. If you find that Point Blank entered into employment agreements with Messrs. Price, Krummel, and Murray in January 2001, then you may find that Point Blank's issuing restricted stock and warrants to purchase restricted stock to be an attempt to unilaterally modify the compensation terms of the employment agreements and that Messrs. Price, Krummel, and Murray were not required to state any formal objection to Point Blank's attempt to unilaterally modify the contract, as silence is insufficient to show assent to a modification.

Cambridge Technologies, Inc. v. Argyle Industries, Inc., 146 Md.App. 415, 434, 807 A.2d 125, 135 (2002).

DEFENDANTS' AND COUNTER-PLAINTIFFS'
REQUESTED INSTRUCTION 19A

CLAIM FOR BREACH

A party has no duty to notify the other party of that party's breach of contract. In general a party has three years from the breach to file a civil suit claiming that the other party had breached the contract. If you find that Point Blank entered into employment agreements with Messrs. Price, Krummel, and Murray in January 2001, then you may find that Point Blank's issuing restricted stock and warrants to purchase restricted stock to be a breach of the compensation terms of Point Blank's employment agreements with Messrs. Price, Krummel, and Murray and that they were not required to tell Point Blank that they believed that Point Blank had breached the employment agreements.

Cambridge Technologies, Inc. v. Argyle Industries, Inc., 146 Md.App. 415, 433, 807 A.2d 125, 134-35 (2002).

MD CODE ANN. COURTS AND JUDICIAL PROCEEDINGS §5-101 (2002).